

# THE ABORIGINAL PEOPLES TELEVISION NETWORK (the “Company”)

- and -

# CANADIAN MEDIA GUILD (the “Guild”)

COLLECTIVE AGREEMENT  
APRIL 25, 2022 TO APRIL 24, 2026



**Canadian Media Guild**

**La Guilde canadienne des médias**

*CWA Canada Local 30213 / Section locale 30213, SCA Canada*

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## DEFINITIONS

A **"full-time"** employee is one who is employed to work the full regular hours in a day and a week.

A **"part-time"** employee is one who is employed on a regular basis, but at less than the full regular hours.

A **"temporary"** employee is one who is employed according to a written contract which specifies a fixed term of employment.

A **"day"** is a twenty-four (24) hour period which commences with the start of an employee's shift. A shift which commences on one calendar day shall be deemed not to extend into the next calendar day.

**"Days"** where used in this Agreement shall be deemed to exclude Saturday, Sunday and designated holidays unless specifically stated otherwise.

**"Basic Hourly Rate"** shall mean the hourly rate for the work being performed exclusive of overtime and premiums.

**"Basic Pay"** shall mean pay at the applicable basic hourly rate for the normal or applicable number of hours.

**"Permanent Vacancy"** is a vacant position which has been declared by the Employer to require filling on a permanent basis. Once posted a permanent vacancy shall be filled unless a qualified employee cannot be found or the need for the position ends.

**"Student"** means an individual who is engaged on a full-time or part-time basis in a course of studies provided by a recognized secondary or post-secondary educational institution.

**"Intern"** means an individual who is engaged by the Employer for a purpose primarily related to career development of the individual.

**A "Casual" employee is one who is employed according to a written contract which specifies no set hours or fixed term of employment. A Casual employee will not attain seniority.**

**"Mentor"** means an individual who is engaged by the Employer primarily for the purpose of providing mentorship to an employee.

**"Mentee"** is an individual engaged or employed by the Employer who is in a mentorship relationship with a mentor.

**"Indigenous" refers to an individual whose ancestry is First Nations, Inuit or Métis and "Aboriginal" has the same meaning.**

The word "**employee**" or "**employees**" wherever used in this Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 2.1.

Whenever the masculine pronoun is used in this Agreement it includes the feminine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.

## ARTICLE 1 - INTENT AND PURPOSE

- 1.01** It is the intent and purpose of this Agreement to recognize the mutual interest of the Employer and the Union in promoting the utmost cooperation between the Employer and its employees consistent with the rights of both parties. It is further the intent of this Agreement to foster an open and professional relationship which shall prevail at all times between the Employer and the employees and to this end this Agreement is signed in the spirit of good faith by the parties. This Agreement is therefore designed to set forth clearly all agreements concerning rates of pay, hours of work and working conditions to be observed by the parties hereto and to provide an amicable method of settling any differences that may arise in the interpretation, administration, application or alleged violation of this Agreement.
- 1.02** The parties confirm their commitment to work together to advance the Mission and Values of the Employer. The Mission of the Employer is as set forth below:  
"Aboriginal Peoples Television Network is sharing our peoples' journey, celebrating our cultures, inspiring our children and honouring the wisdom of our elders."
- 1.03** The parties recognize the dignity and worth of every employee. The parties confirm that they will deal with each other at all times with honesty, trust and respect.
- 1.04** The parties recognize the right of employees to work in an environment that respects their privacy and is free from surveillance subject to legitimate security needs.
- 1.05** Accordingly, this Agreement recognizes and sets forth provisions regarding Employee rights including the following areas:
- (a) mentorship and training
  - (b) non-discrimination and harassment
  - (c) seniority
  - (d) working conditions
  - (e) layoff and recall
  - (f) leave provisions
  - (g) health and safety
  - (h) dispute resolution
- 1.06** The parties agree that their respective rights referred to in this Agreement will be exercised in a fair, reasonable and safe manner, in good faith and be subject to the provisions of this Agreement.

## ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Employer recognizes and agrees that the Union is the sole and exclusive bargaining agent for all employees in the bargaining unit defined by the Canada Industrial Relations Board in its Certificate issued December 23, 2010 (Board Order No. 9987-U) as amended from time to time, as follows:
- "All employees of Aboriginal Peoples Television Network, Incorporated who work in News and Current Affairs as on-air or production personnel and in Operations as master control operators or studio crew, including directors, assistant directors, script assistants, graphics and chyron operators, switchers, audio operators, technical directors, broadcast technicians, camera (shooter)/editors, or camera (shooter), excluding persons performing managerial functions or who are employed in a confidential capacity in matters relating to industrial relations."
- 2.01** The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of activity or lack of activity in the Union.
- 2.02** The Union further agrees that there shall be no solicitation for membership or other union activities during working hours, except as specifically permitted by this Agreement or in writing by the Employer.
- 2.03** The Employer shall notify the Union of any newly created position(s) or classification(s) including positions or classifications for which it claims an exclusion from the bargaining unit. This notice shall be given within seven (7) calendar days of the creation of the position or classification and where the Employer seeks to exclude the position(s) or classification(s) from the bargaining unit, the notice shall include the reasons for the exclusion. The parties will meet within seven (7) calendar days of the Union being notified. Should the parties fail to reach agreement on any proposed exclusion, this matter shall become the subject of a grievance and may be referred to binding arbitration as per the provisions of Article 31 - Arbitration.
- 2.04** For greater clarity, the parties agree that the Manager of Operations and Manager of **Broadcast Technology** are excluded on the basis of managerial capacity.

## ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union recognizes and agrees that except as specifically abridged or modified by this Agreement, all rights, powers and authority are retained solely and exclusively by the Employer.
- 3.02** For greater certainty, but without limiting the generality of the foregoing, the Union recognizes and agrees that subject to the specific provisions of this Agreement the Employer has the sole and exclusive right:
- (a) to operate and manage its activities in all respects in an efficient and economic manner as it sees fit;
  - (b) to direct the work force and to select, hire, retire, promote, demote, transfer, assign, classify, lay-off and recall employees;
  - (c) to maintain order, discipline and efficiency and to discipline, suspend and discharge employees for just cause (except probationary employees who may be discharged for any reason);
  - (d) to establish, maintain, alter and enforce reasonable rules, regulations, policies and procedures to be observed by employees;
  - (e) to establish new positions and to alter, consolidate or abolish existing positions;
  - (f) to determine the number of employees needed at any time, the hours and shifts to be worked, the duties to be performed, overtime requirements, the employees to perform overtime work, position content, standards of performance and the qualifications of the employees to perform work;
  - (g) to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the productions and services to be provided and the extension, limitation, curtailment or cessation of operations or any part thereof and to engage or contract with outside contractors or firms; and
  - (h) to have the sole and exclusive jurisdiction over all operations, locations, buildings, facilities, and equipment.
- 3.03** Subject to the doctrine of Estoppel, the Employer's non- exercise of any right or function shall not be deemed a waiver of its right to exercise such right or function.
- 3.04** The rights referred to in this Article shall be exercised in a fair, reasonable and safe manner, in good faith and be subject to the provisions of this Agreement.



## ARTICLE 4 - MENTORSHIP, TRAINING AND PROFESSIONAL DEVELOPMENT

**4.01** The parties agree they have a mutual interest to maintain and develop existing employees for future challenges and opportunities. The Employer recognizes the value of mentorship, training and professional development programs that develop and maintain the skills of employees and will provide such mentorship or training where, in its discretion, same is appropriate, having regard to operational requirements. In situations where the work of an employee has changed significantly or may become redundant that employee will be provided with training/skills development or other suitable processes in order to permit them to perform suitable and required bargaining unit work provided the employee has the interest and capacity to complete such training successfully. It is understood that any such reskilling opportunities are intended to build upon an employee's existing skills set.

In situations where more than one employee, in the same job classification, is in need of additional skills development employees will be provided such development in order of seniority in the same job classification.

It is agreed employees and the union will cooperate fully in any retraining or reskilling initiative.

The parties recognize that preference in selection for mentorship positions will be given to individuals of **Indigenous** ancestry.

**4.02** On an annual basis, employees shall identify training needs or educational opportunities that will advance required skills in their present positions and/or provide opportunities for career development. Such identified training needs or opportunities will be communicated to the appropriate **Manager** with a copy to **People and Culture** and will be given serious consideration by the Employer. Where approved, such training, including any leave required, will be funded in whole or in part by the Employer.

**4.03** Employees on request will have documents related to upgraded knowledge or skills not already on file placed in the Human Resources file.

**4.04** Where the Employer determines to send employees to training courses, the Employer will cover the cost of same including basic pay. Where the Employer requires training or travel to occur on a statutory holiday or an employee's scheduled day off, the employee shall be given an alternate day off without loss of pay and all overtime provisions of this Agreement will be waived.

**4.05** Where the Employer approves an employee request for a training program, the Employer may grant leave without pay or may pay part or all of the registration and tuition fees of the course providing such course relates to the type of work done by the employee.

**4.06** Where appropriate, the Employer agrees to afford employees the opportunity to develop their abilities by filling minor assignments at a more senior level. The Employer will give notice to eligible employees when such opportunities are available.

- 4.07** The parties recognize that the provision of training under this Article is subject to funds being made available by the Employer for the purpose of training.
- 4.08** Where the Employer assigns an employee to conduct a formal training program which replaces externally sourced training, they shall be entitled to a training premium of \$25.00 per day in connection with same in addition to basic pay and subject to the following conditions:
- (a) formal training program assignments must be expressly authorized by the Employer in writing;
  - (b) formal training program assignments shall include primary responsibility for one or more of the following:
    - (i) development and presentation of formal training program including course material;
    - (ii) theoretical and or practical instruction;
    - (iii) evaluation of trainees participating in a course complete with recommendations with respect to training objectives, programs and results.
- 4.09** The parties agree they will meet under the auspices of the Joint Committee as defined in Article 28 to discuss and elaborate on broad principles of training. Through this Committee, the parties will identify and provide input to the Employer regarding training and development needs and programs or services available. The Employer undertakes to inform employees of training courses or programs which are offered by the Employer or agencies contracted by the Employer.
- 4.10** Applications for and approvals of training will be made in writing **using APTN's Training & Development form. The Employer will consult with the Union prior to making any changes to the form.**

## ARTICLE 5 - CHECK OFF UNION DUES

- 5.01** The Employer agrees to deduct, from every employee, the amount of monthly dues uniformly levied in accordance with the by-laws of the Union and owing by the employee to the Union. Deductions shall be made from each pay and shall be forwarded to the Union on the 15th day of the month following the month for which the dues are deducted, accompanied by a list of all employees from whose wages the deductions have been made.
- 5.02** Deductions will commence for every current employee upon written request from the Union and beginning with the first day of employment for every new employee.
- 5.03** The Union agrees to save the Employer harmless from all such deductions and payments so made.
- 5.04** The Employer will provide to the national office of the Union, on a **quarterly** basis, an electronic file containing the following information regarding employees:
- (a) Employee name;
  - (b) Employee ID;
  - (c) Employee title;
  - (d) Employee status;
  - (e) Employee home **and personal email** address (with consent);
  - (f) City and Province;
  - (g) Seniority date;
  - (h) Salary anniversary date;
  - (i) Current salary;
  - (j) Additional remuneration amount;
  - (k) Upgrades in excess of four (4) weeks;
  - (l) Type of departure/end of employment;
  - (m) Type of absence (e.g. maternity/parental leave, etc.);
  - (n) Indigenous Ancestry.**
- 5.05** In addition to the above information the Employer will provide to the national office of the Union the following information regarding Employees:
- (a) Overtime record (upon written request);
  - (b) Newly created positions, classifications, unoccupied and abolished positions;
  - (c) Newly excluded classifications which are related to the bargaining unit;
  - (d) Copies of personal contracts (with consent);
  - (e) Copies of notices of suspensions and dismissals;
  - (f) Notice of extensions of trial and probationary periods;
  - (g) Notice of hiring.

## ARTICLE 6 - PERMANENT EMPLOYEES

- 6.01** All employees shall be considered full-time employees of the Employer, except as specified in accordance with the provisions of this Agreement.
- 6.02** The parties acknowledge the continuing need for permanent full-time employees with regard to the proper operation of the organization. The parties also recognize the need for permanent part-time employees in a variety of situations filling a variety of needs.
- 6.03** The same selection factors, with necessary changes, used for the selection of permanent full-time employees will be used when selecting permanent part-time employees in similar positions.
- 6.04** Permanent part-time employees will attain seniority in accordance with the provisions of Article 11.4 subject to the requirement to work a probationary period equal in time to that worked by full-time employees.
- 6.05** Permanent part-time employees will be entitled to applicable annual leave/benefit provisions which are available to permanent full-time employees prorated on the basis of regular hours worked.
- 6.06** Basic pay for permanent part-time employees will be in accordance with Article 12 of this Agreement prorated on the basis of regular hours worked.
- 6.07** Current permanent full-time employees may apply for a reduced work week/part-time schedule. At the discretion of the Employer, subject to operational requirements, such requests may be granted on terms as determined by the Employer after consultation with the Union.
- 6.08** In circumstances where a permanent full-time employee is granted a reduced work week/part-time schedule, the employee will be treated as part-time.
- 6.09** Part-time employees will not be required to work on a sustained basis more than five (5) days per week.

## ARTICLE 7 - TEMPORARY AND CASUAL EMPLOYEES

**7.01** The Employer agrees that the hiring of temporary or casual employees is for the purpose of responding to operational requirements and for specific projects with a limited time span and/or to cover extended absences of employees (for example, maternity leave, annual vacations, etc.). Engagement of temporary employees will not displace **permanent** employees or delay the filling of a permanent vacancy.

### ***Temporary Employees***

**7.02** Temporary employees will normally be hired for a term not exceeding twelve (12) months. Engagements of temporary employees beyond twelve (12) months will only occur in exceptional circumstances. In such cases, the Employer will consult with the Union prior to engaging a temporary employee for a term longer than twelve (12) months or extending such term.

### **7.03**

- (a) When the employment of a temporary employee hired for a period in excess of thirteen (13) weeks is terminated, other than for cause, prior to the expiry date of the term, the employee shall be given two (2) weeks notice or two (2) weeks basic pay in lieu of notice or be paid for the remainder of the term, whichever is less.
- (b) The Employer will endeavour to advise a temporary employee of the status of their contract two (2) weeks prior to its expiry.

**7.04** **All provisions of this Agreement apply to temporary employees except Articles related to seniority, layoff and recall, special leave and committees.**

**7.05** Temporary employees hired for a term of thirteen (13) weeks or less will be entitled only to receive vacation pay and statutory holiday pay at the rate of eight (8%) percent of their basic pay. Such amounts will be paid with each pay cheque.

**7.06** Subject to any restrictions contained in the respective benefit plan or legislation, temporary employees hired for a period in excess of thirteen (13) weeks will be entitled to benefits provided in this Agreement with the exception of short-term disability, long term disability and pension.

**7.07** Where a temporary employee is hired into a **permanent** position, the Employer will:

- (a) give credit for all of the time worked in the same position as a temporary employee for the purpose of placement in the salary scale;
- (b) consider shortening the probationary period to be served to reflect time worked in the same position. If the probationary period is shortened, same will expressly be stated in writing, with a copy to the Union.

### ***Casual Employees***

**7.08** **Casual employees will normally be hired to fill temporary operational requirements or specific projects for which permanent and temporary employees are not available.**

- 7.09 Casual employees will normally be hired to fill temporary operational requirements or specific projects for which permanent and temporary employees are not available.**
- 7.10 There is no obligation on the Employer to offer shifts to Casual employees and no obligation on Casual employees to accept shifts that are offered.**
- 7.11 The provisions of this Agreement do not apply to Casual employees except as stated expressly or required by law.**
- 7.12 Casual employees will be entitled only to receive vacation pay and statutory holiday pay at the rate of eight (8%) percent of their basic pay. Such amounts will be paid with each paycheque.**
- 7.13 Casual employees who are scheduled to work and report for work finding none available will be entitled to the lesser of three hours pay or pay for the hours they were scheduled to work that day.**

## ARTICLE 8 - STUDENT AND INTERN PLACEMENT

- 8.01** The parties confirm their commitment to the development of **Indigenous** broadcasters by means of temporary placement opportunities for students and interns.
- 8.02** Internship programs will be developed by the Employer after consultation with the Union. The development process will include but not be limited to issues such as:
- (a) the duration of program
  - (b) number of participants
  - (c) publicizing of the program
  - (d) selection of participants and training necessary for trainers
  - (e) selection of the designated mentor.
- 8.03** Specific assignments of interns will be discussed in advance and scheduled with employees in a manner that is productive for all concerned. Such assignments will be subject to periodic review with the employees and interns in question.
- 8.04** The parties recognize that interns are part of a training initiative and will not be used to displace permanent employees or avoid the filling of a permanent vacancy.

## ARTICLE 9 - NON-DISCRIMINATION AND HARASSMENT AND VIOLENCE PREVENTION

### ***Non-Discrimination***

**9.01** The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced toward any employee in the matter of hiring, salary rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital status, family status, disability and conviction for which a pardon has been granted, as those prohibited grounds are defined and administered in the Canadian Human Rights Act, nor by reason of their membership or non-membership in a labour union nor on the basis of any other prohibited ground set forth in the Canadian Human Rights Act subject to the concept of bona fide occupational requirement/qualification.

### ***Harassment and Violence Prevention***

**9.02** The parties recognize the dignity and worth of every employee. Every employee has the right to work in an environment free of harassment and to be treated with respect, courtesy and tact. The parties will not tolerate harassment in the workplace.

**9.03** **“Harassment and violence” means: any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.**

**9.04** The ***Canadian Human Rights Act*** prohibits sexual harassment and defines it as a prohibited ground of discrimination.

**9.05** Employees may register complaints about **Harassment and Violence** by providing a complaint **orally or** in writing **to the Designated Recipient**. All complaints of harassment will be treated with as much confidentiality as possible. An investigation of a harassment complaint will be conducted promptly. No employee will be disciplined for a harassment complaint made in good faith with reasonable grounds.

**9.06** An employee who has filed a harassment complaint and who is dissatisfied with the outcome may file a grievance in accordance with the grievance and arbitration procedure set forth in Article 30 and Article 31.

**9.07** A resolution of a complaint to the Designated Recipient may include a joint determination by the employee who has filed the complaint and the Designated Recipient that the complaint does not describe an action that constitutes Harassment and Violence as defined by the Harassment and Violence Prevention Policy and the Canada Labour Code.

### ***Respectful Workplace***

**9.08** Where conflict arises that does not involve the definition of Harassment and



**Violence as defined herein**, the Employer shall take appropriate action to resolve such conflicts with the cooperation of the Union.

- 9.09** In order to ensure harmonious relations within the workplace, the parties agree that “unacceptable behaviour” which is not trivial and which results in a denial of an employee’s dignity and respect, threatens to affect the well-being or job performance of an employee and/or is found to be offensive, embarrassing or humiliating will not be tolerated. Examples include improper comments, conduct, actions or gestures which involve:
- (a) profanity and/or abusive language;
  - (b) verbal and/or physical threats or assault;
  - (c) intimidation;
  - (d) taunting or ostracizing;
  - (e) rude or inappropriate jokes or innuendo;
  - (f) overly aggressive, embarrassing, humiliating or demeaning behaviour, and
  - (g) malicious gestures or actions.
- 9.10** Where a written complaint alleging “unacceptable behaviour” is made, an investigation will occur and the parties will work cooperatively towards resolution of the complaint.
- 9.11** Complaints of **“unacceptable behaviour”** may be submitted **orally or** in writing to **the Designated Recipient** and should include sufficient detail to permit an investigation. Such reports will be treated with as much confidentiality as possible, and the contents made available only to the extent appropriate in the conduct of the investigation. The investigation will be conducted promptly. No employee will be disciplined for a complaint alleging “unacceptable behaviour” made in good faith with reasonable grounds.
- 9.12** The Employer will take disciplinary or other remedial action as deemed appropriate by the Employer based on the circumstances. When such action involves an employee, same will be in accordance with the disciplinary provisions of this Agreement.
- 9.13** Where possible an employee who considers this Article is being violated should attempt to resolve the matter by discussing the behaviour which is considered to be harassing or unacceptable with the alleged offender and making it clear that the behaviour is unwelcome. The parties agree that both the complainant and the alleged offender may have Union representation throughout the complaint process. The results of the investigation of a complaint under this Article will be communicated to the complainant, the alleged offender and the Union. The parties agree that they may work together to effect a mediated resolution with the consent of all involved.
- 9.14** **When a complaint alleging either Harassment and Violence or unacceptable behaviour is received, the Designated Recipient will acknowledge receipt within seven (7) days and begin to attempt to resolve the complaint within forty-five (45)**

**days of receipt. No complaint may be filed under both the Harassment and Violence provisions and the Respectful Workplace provisions.**

**9.15** The good faith exercise of management rights as set forth in Article 3 shall not constitute Harassment **and Violence** or “unacceptable behaviour”.

## ARTICLE 10 - SENIORITY

**10.01** Seniority, as referred to in this Agreement, shall mean the length of continuous service with the Employer since the date of their last hiring by the Employer. A new employee shall be subject to a probationary period as set forth in Article 11.4. Upon successful completion of the probationary period, the employee will be credited with seniority from the date of hire. It is agreed that work on any part of a day counts as a day worked for the purpose of completion of the probationary period.

**10.02** The seniority of an employee shall be completely lost and their employment with the Employer shall be terminated if the employee:

- (a) quits;
- (b) is discharged and not reinstated in accordance with the provisions of this Agreement;
- (c) is absent from work for three (3) or more consecutive days without notifying the Employer, unless they give a reason satisfactory to the Employer for their **failure to notify** the Employer;
- (d) is laid-off for a period of twelve (12) months or more;
- (e) fails to notify the Employer within five (5) days of receipt of notice of recall, or fails to report within five (5) calendar days from receipt of such notice, or at the date specified in the recall notice. Notice of recall may be by telephone, e-mail, or facsimile transmission and may be confirmed by registered mail to the employee's last address registered with the Employer. If notice is sent by registered mail, it shall be deemed to have been received on the second day following registration;
- (f) utilizes any leave of absence for a purpose other than that for which the leave was granted or fails to return to work after expiry of a leave of absence without providing a reason satisfactory to the Employer;
- (g) is otherwise absent from work without leave of the Employer for a period in excess of one (1) month, unless a reason satisfactory to the Employer is given.

**10.03** The Employer shall maintain a list showing the name, address, seniority and current classification of employees. The seniority list shall be revised annually, and a copy provided to the local Union President.

## ARTICLE 11 - RECRUITMENT PROCESS

**11.01** Where a permanent position within the bargaining unit becomes vacant, and if the Employer declares such a vacancy, it will be posted. The parties recognize that preference in hiring will be given to individuals of **Indigenous** ancestry. The posting shall indicate the qualifications required by the Employer and will give notice that the position is a classification within the bargaining unit.

**11.02** Such vacancies shall be posted for a period of ten (10) calendar days and employees bidding on job vacancies must make written application to the **Department of People and Culture** not later than the tenth (10th) day of posting.

**11.03** Vacancies caused by absence due to illness, accident, leaves of absence and operational emergencies which are not expected to exceed twelve (12) months, will be posted at the discretion of the Employer.

### **11.04**

(a) New employees shall be subject to a probationary period of six (6) months, which may be extended at the discretion of the Employer for a further six (6) months. During the probation period the employee's performance in the job will be discussed at approximately three (3) month intervals. If corrective action is required, the Employer may prepare a plan to address the specific circumstances.

(b) The Employer may dismiss a probationary employee for any reason, consistent with good faith. No grievance regarding the discharge of an employee who has not attained seniority shall be submitted to arbitration.

(c) Accumulation of service for the purpose of calculating the completion of the probationary period shall be frozen as of the commencement of a leave for any reason which continues for a period of one (1) month or more.

**11.05** The Employer shall consider applicants within the bargaining unit for whom a successful bid would result in a promotion or transfer (as defined herein) to a higher or equally rated classification. In cases of promotion or transfer, the following factors shall be considered:

(a) Skill, ability, performance, qualifications and experience;

(b) Seniority.

When the factors in clause (a) are relatively equal in the opinion of the Employer then seniority shall govern.

**11.06** Successful applicants shall be subject to a trial period of forty-five (45) days during which the employee may elect to return to their former classification of service or may be returned to their former classification of service by the Employer if in the opinion of the Employer they are not performing satisfactorily in the new position.

**11.07** If a vacancy has not been filled on the foregoing basis, the Employer may fill the vacancy at its discretion.

**11.08** The Employer may assign any individual to any vacancy on a temporary basis until the position is filled. Such assignment will not normally exceed three (3) months.

## ARTICLE 12 - GENERAL SALARY PROVISION

- 12.01** Employees will be paid in accordance with the salary scale applicable to the classification to which they are engaged. The placement of a new employee on the salary scale will be at the discretion of the Employer based on its assessment of the factors set forth in Article 11.5(a).
- 12.02** Basic salaries set out in Article 12 are minimum basic salaries. It is agreed that the Employer may continue its policy of granting discretionary increases above the scale of minimums.
- 12.03**
- (a) Full-time employees shall progress annually on the salary scale as of the employee's anniversary or promotion date, as the case may be, **which date shall be delayed by the duration of any leave of one (1) month or longer during which the employee is not on the APTN payroll.**
  - (b) **Part-time and casual employees shall progress annually on the salary scale based on 1,820 hours worked.**
- 12.04** Employees who are promoted to a higher paid classification will move to the first step on the new salary scale which provides an increase of at least three and one-half (3.5%) percent.
- 12.05** There shall be no reduction in an employee's salary unless the employee voluntarily seeks a position in a lower classification or accepts a lower classification under the terms of Article 17 - Layoff and Recall.
- 12.06** **The Employer will provide, upon request from the Union, the rationale for placing a new employee in the salary scale or granting an employee an increase above the scale of minimums.**

## SALARY SCALES

April 25, 2022 - 1.5%

### Cat 1

**Television Director, Producer, Host/Producer, Broadcast Technologist, Line-Up Producer, Online News and Digital Media Producer, Media Technologist**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$69,830.64	\$72,274.71	\$74,804.32	\$77,422.48	\$80,132.26	\$82,936.89	\$85,839.68	\$88,844.07	\$91,953.61	\$95,171.99
Hourly	\$38.37	\$39.71	\$41.10	\$42.54	\$44.03	\$45.57	\$47.16	\$48.82	\$50.52	\$52.29

### Cat 2

**Host/Reporter, Master Control Supervisor, Associate Producer - Investigates**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$63,895.17	\$66,131.50	\$68,446.10	\$70,841.71	\$73,321.17	\$75,887.42	\$78,543.48	\$81,292.50	\$84,137.73	\$87,082.55
Hourly	\$35.11	\$36.34	\$37.61	\$38.92	\$40.29	\$41.70	\$43.16	\$44.67	\$46.23	\$47.85

### Cat 3 (B)

**Video Journalist, Technical Director**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$61,767.93	\$63,929.80	\$66,167.35	\$68,483.20	\$70,880.12	\$73,360.92	\$75,928.55	\$78,586.05	\$81,336.56	\$84,183.34
Hourly	\$33.94	\$35.13	\$36.36	\$37.63	\$38.95	\$40.31	\$41.72	\$43.18	\$44.69	\$46.25

**Cat 3 (A)**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$59,679.16	\$61,767.93	\$63,929.80	\$66,167.35	\$68,483.20	\$70,880.12	\$73,360.92	\$75,928.55	\$78,586.05	\$81,336.56
Hourly	\$32.79	\$33.94	\$35.13	\$36.36	\$37.63	\$38.95	\$40.31	\$41.72	\$43.18	\$44.69

**Cat 4 (B)**

***Graphic Artist, Reporter/Correspondent, Investigative Reporter, Associate Director, Camera Editor/Switcher, Multi-Media Archivist***

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$57,820.13	\$59,848.87	\$61,938.40	\$64,106.25	\$66,349.97	\$68,672.22	\$71,075.74	\$73,563.39	\$76,138.11	\$78,802.95
Hourly	\$31.77	\$32.88	\$34.03	\$35.22	\$36.46	\$37.73	\$39.05	\$40.42	\$41.83	\$43.30

**Cat 4 (A)**

***Camera Operator, Audio Operator, Camera Editor, Digital Media Editor***

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$55,853.69	\$57,808.57	\$59,831.87	\$61,925.98	\$64,093.39	\$66,336.66	\$68,658.44	\$71,061.49	\$73,548.64	\$76,122.84
Hourly	\$30.69	\$31.76	\$32.87	\$34.03	\$35.22	\$36.45	\$37.72	\$39.04	\$40.41	\$41.83



**Cat 5*****Master Control Operator***

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	\$51,209.41	\$53,001.74	\$54,856.80	\$56,776.79	\$58,763.98	\$60,820.72	\$62,949.44	\$65,152.67	\$67,433.02	\$69,793.17
<b>Hourly</b>	\$28.14	\$29.12	\$30.14	\$31.20	\$32.29	\$33.42	\$34.59	\$35.80	\$37.05	\$38.35

**Cat 6*****Reporter Trainee, Internship***

Step	Start	Step 1	Step 2
<b>Annual</b>	\$43,146.74	\$44,656.87	\$45,103.44
<b>Hourly</b>	\$23.71	\$24.54	\$24.78

**April 25, 2023 - 1.5%**

**Cat 1**

**Television Director, Producer, Host/Producer, Broadcast Technologist, Line-Up Producer, Online News and Digital Media Producer, Media Technologist**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$70,878.10	\$73,358.83	\$75,926.39	\$78,583.81	\$81,334.25	\$84,180.95	\$87,127.28	\$90,176.73	\$93,332.92	\$96,599.57
Hourly	\$38.94	\$40.31	\$41.72	\$43.18	\$44.69	\$46.25	\$47.87	\$49.55	\$51.28	\$53.08

**Cat 2**

**Host/Reporter, Master Control Supervisor, Associate Producer - Investigates**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$66,131.50	\$68,446.10	\$70,841.71	\$73,321.17	\$75,887.42	\$78,543.48	\$81,292.50	\$84,137.73	\$87,082.55	\$90,130.44
Hourly	\$36.34	\$37.61	\$38.92	\$40.29	\$41.70	\$43.16	\$44.67	\$46.23	\$47.85	\$49.52

**Cat 3 (B)**

**Video Journalist, Technical Director**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$62,694.44	\$64,888.75	\$67,159.86	\$69,510.45	\$71,943.32	\$74,461.33	\$77,067.48	\$79,764.84	\$82,556.61	\$85,446.09
Hourly	\$34.45	\$35.65	\$36.90	\$38.19	\$39.53	\$40.91	\$42.34	\$43.83	\$45.36	\$46.95

**Cat 3 (A)**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	\$60,574.34	\$62,694.45	\$64,888.75	\$67,159.86	\$69,510.45	\$71,943.32	\$74,461.33	\$77,067.48	\$79,764.84	\$82,556.61
<b>Hourly</b>	\$33.28	\$34.45	\$35.65	\$36.90	\$38.19	\$39.53	\$40.91	\$42.34	\$43.83	\$45.36

**Cat 4 (B)**

**Graphic Artist, Reporter/Correspondent, Investigative Reporter, Associate Director, Camera Editor/Switcher, Multi-Media Archivist**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	\$58,687.46	\$60,741.53	\$62,867.48	\$65,067.84	\$67,345.22	\$69,702.30	\$72,141.88	\$74,666.84	\$77,280.18	\$79,989.99
<b>Hourly</b>	\$32.25	\$33.37	\$34.54	\$35.75	\$37.00	\$38.30	\$39.64	\$41.03	\$42.46	\$43.95

**Cat 4 (A)**

**Camera Operator, Audio Operator, Camera Editor, Digital Media Editor**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	\$56,691.49	\$58,675.70	\$60,729.35	\$62,854.87	\$65,054.79	\$67,331.71	\$69,688.32	\$72,127.41	\$74,651.87	\$77,264.69
<b>Hourly</b>	\$31.15	\$32.24	\$33.37	\$34.54	\$35.74	\$37.00	\$38.29	\$39.63	\$41.02	\$42.45

**Cat 5**

**Master Control Operator**

Step	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$51,977.55	\$53,796.77	\$55,679.65	\$57,628.44	\$59,645.44	\$61,733.03	\$63,893.68	\$66,129.96	\$68,444.51	\$70,840.07
Hourly	\$28.56	\$29.56	\$30.59	\$31.66	\$32.77	\$33.92	\$35.11	\$36.34	\$37.61	\$38.92

**Cat 6**

**Reporter Trainee, Internship**

Step	Start	Step 1	Step 2
Annual	\$43,793.94	\$45,326.73	\$45,779.99
Hourly	\$24.06	\$24.90	\$25.15

**April 25, 2024 – TBD**

**April 25, 2025 – TBD**

**Notes:**

The term of the renewed Collective Agreement shall be from April 25, 2022 to April 24, 2026 (subject to the right of either party within four (4) months of April 24, 2024 to give notice of desire to amended Article 12 - General Salary Provisions).

Classifications and Wage Scales shall be subject to 1.5% increases effective April 25, 2022 and April 25, 2023.

Employees who are at the top of scale as of April 25, 2022 and top of scale as of April 25, 2023 will receive a cash payment equal to 3.5% of their basic salary earned in the 12 months immediately preceding April 25, 2022 and the 12 months immediately preceding April 25, 2023, each paid in two instalments, provided they are employed as of the date the applicable instalment is paid (the "Payment Date") as follows:

***Payment Dates for April 25, 2022***

Payment Date No. 1. Forthwith on date of ratification

Payment Date No. 2. October 25, 2022

***Payment Dates for April 25, 2023***

Payment Date No. 1. April 25, 2023

Payment Date No. 2. October 25, 2023

## ARTICLE 13 - TEMPORARY UPGRADING

**13.01** When the Employer temporarily assigns or asks an employee to perform different work for at least one (1) day **in a higher classification**, the employee shall be paid an upgrade of ten (10%) percent above the employee's basic rate.

**13.02** An employee assigned by the Employer to perform work in a higher classification for a period of four (4) weeks or longer will temporarily be promoted to the higher classification and will be compensated at a rate within the salary range which ensures that the employee receives compensation at least ten (10%) percent more than the employee's basic rate so long as such temporary rate does not exceed the **top step on the salary scale** for the higher classification.

## ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01** Employees will be scheduled to work in accordance with the schedule established by the Employer, from time to time, and will undertake to complete the assignment as directed by the Employer.
- (a) Permanent **and temporary** employees will have their hours posted on a work schedule two (2) weeks in advance and once posted will not normally be changed except in accordance with the provisions of this Agreement. Daily hours posted will be a minimum of three (3).
- 14.02** The normal work week for full-time employees will be thirty-five (35) hours. The normal work day for full-time employees will be seven (7) hours of work scheduled consecutively except for a meal period of one (1) hour without pay.
- 14.03** There shall be two (2) consecutive days off in each work week (seven (7) day cycle- **Monday to Sunday**) which shall be referred to as "scheduled days off". The two (2) days off may be in separate work weeks. The Employer shall continue to make every reasonable effort to schedule days off in an equitable manner. However, it is recognized there are specific assignments for which operational requirements may require certain employees to be assigned to work weekends on a regular or recurring basis. If it becomes necessary to schedule work on a scheduled day off, efforts will be made to notify the employee as early as possible. Hours worked on an employee's scheduled day off shall be compensated at the rate of one and one-half (1 1/2) hours for each hour worked and shall be included in the employee's record of overtime credits accumulated and shall not be counted in the Averaging Formula. **Hours worked in excess of ten (10) in a day, which do not involve travel, will be paid at the rate of one and one-half (1 1/2) hours for each hour worked and shall be included in the employee's record of overtime credits accumulated and shall not be counted in the Averaging Formula.**
- 14.04** Employees will be given overtime credit for hours worked in excess of seventy (70) hours up to eighty (80) hours over two (2) weeks (the "Averaging Formula"). Such overtime work shall be compensated by time in lieu at straight time. Written authorization for any work beyond the seventy (70) hours in the two (2) week cycle must be obtained (where practical in advance) from the appropriate **Manager** to receive the overtime credit.
- 14.05** If an employee works hours in excess of eighty (80) hours in the two (2) week cycle, the employee shall be granted time off at the rate of one and one-half (1 1/2) hours for each hour worked in excess of eighty (80) hours. Prior written authorization for any work beyond the eighty (80) hours in the two (2) week cycle must be obtained from the appropriate **Manager** in order to receive the overtime credit.
- 14.06** Time off in lieu of overtime pay shall be scheduled by the Employer after consultation with the employee. Subject to operational requirements the Employer will endeavour to take into consideration the employee's request regarding the date of time off in lieu. The parties recognize that the intent of this Article is to allow employees to take their overtime as time off instead of being paid. The Employer will exercise its best efforts to meet this intent and schedule such time off. It is understood annual leave has clear priority over an employee's time off in lieu.

- 14.07** It is recognized that operational requirements may necessitate overtime work being performed and employees will work overtime when directed by the Employer. The Employer, however, will endeavour not to require employees to work an excessive amount of overtime. An employee whose accumulated overtime credits exceed seventy (70) hours may elect to be paid such excess existing at any time; however, an attempt to reduce the hours by end of fiscal is preferable. **In the third year of this Agreement, the payout threshold will be reduced from seventy (70) hours to thirty-five (35) hours.**
- 14.08** Overtime paid or taken as time off in lieu of overtime pay will be at the basic hourly rate of the employee which is current at the time it is taken. Where the employment of an employee is terminated prior to the end of the two (2) week Averaging Period their hours will be averaged on a pro rata basis, and they will receive pay including any overtime pay as appropriate.
- 14.09** The Employer shall keep a record of overtime credits accumulated, paid and taken. Such record shall be made available to the Union upon written request.
- 14.10** The Employer agrees to make every reasonable effort to distribute the assignment of overtime work at a location, equitably among employees engaged in the same type of work at that location.
- 14.11** Employees who believe they have a workload issue which is regular and continuing and which in their opinion requires remedial action, may request a review. The employee and the immediate **Manager** or delegate shall meet to discuss the workload issue with a view to developing a satisfactory resolution. Such resolution may include:
- (a) alternative organization of staff and facilities;
  - (b) changes to the assignment; and
  - (c) other acceptable alternatives.
- 14.12** If after the meeting the employee is not satisfied, the workload issue may be forwarded to the Joint Committee for further review.
- 14.13** The above averaging positions do not apply to temporary or casual employees who are employed for a period of less than three (3) months or for less than five (5) days in a week. In those circumstances overtime will be calculated on a daily basis.
- 14.14** **Employees will be paid a premium of 10% of their basic rate for all hours worked between 24:00 and 08:00.**



## ARTICLE 15 - CALL BACK

**15.01** An employee who has completed their regular work day and who has left the premises of the Employer and is then **physically** called back to work shall be paid **at the rate of time and a half for all hours worked with a minimum credit** of four (4) hours at their basic rate. **All hours worked between 10:00 p.m. and 7:00 a.m. pursuant to a physical call back shall be paid at double time.** Such hours worked will be credited to the Averaging Formula for overtime (as per Article 14) with the minimum credit of four (4) hours.

**15.02** An employee who has completed their regular work day and who has left the premises of the Employer and then is called back to work in circumstances that do not require the employee to leave their current location shall be paid at time and a half for all hours worked. Such hours worked will be credited to the averaging formula for overtime (as per Article 14) with a minimum credit of fifteen (15) minutes at their basic rate. If the call back occurs between the hours of 10:00 p.m. and 7:00 a.m. all hours worked will be paid at double time. Such hours worked will be credited to the averaging formula for overtime (as per Article 14) with the minimum credit of four (4) hours at their basic rate.

## **ARTICLE 16 - MEAL PERIODS AND COFFEE BREAKS**

**16.01** All employees shall receive a reasonable break during each four (4) hour portion of their work day.

**16.02** A meal period of one (1) hour without pay shall be granted to all employees of the bargaining unit.

**16.03** The Employer may schedule the times of breaks and meal periods.

**16.04** Employees required to work through a meal period will be compensated at the appropriate rate for that time worked.

## ARTICLE 17 - LAYOFF AND RECALL

- 17.01** When the layoff of permanent employees is anticipated the Employer shall determine the positions to be eliminated and/or the number of employees to be laid-off. The Employer will endeavour to give the Union as much advance notice of layoffs as is reasonably practicable in order that discussions may be held to provide an orderly and equitable layoff procedure. The Employer will meet with the Union on request to discuss ways of reducing the impact of the layoff on employees. Such ways may include but not be limited to canvassing other vacancies inside or outside the bargaining unit, exploring possible voluntary resignations and identifying available temporary work.
- 17.02** Layoffs will be in inverse order of seniority in the same job classification. Employees with greater seniority may displace employees with less seniority in a lower classification provided they have the demonstrated qualifications (with reasonable orientation) to perform the duties of the more junior employee.
- 17.03** If it becomes necessary for the Employer to lay off employees, the Employer shall provide to the employees affected:
- (a) at least two (2) weeks' notice in writing in advance of the proposed layoff; or
  - (b) basic pay in lieu of notice equal to at least two (2) weeks; or
  - (c) a combination of notice and basic pay in lieu of notice equaling at least two (2) weeks.
- 17.04** During the notice period set forth above in Article 17.3 the employee may have paid time off to pursue internal and external employment opportunities, job search assistance, training or any other activity which could improve their chances of achieving a successful career transition.
- 17.05** For layoff purposes, the Employer will, unless otherwise determined by mutual agreement of the parties, attempt to place affected employees through the following process:
- (a) an employee to be laid off will be given opportunity to apply for any existing vacancies within the bargaining unit pursuant to the provisions of this Agreement;
  - (b) an employee to be laid off will be given consideration for existing vacancies outside the bargaining unit, provided that in the opinion of the Employer it is appropriate to do so;
  - (c) if there is more than one qualified candidate for a vacancy, the Employer will select the successful candidate pursuant to the provisions of this Agreement;
  - (d) should an employee subject to layoff be placed successfully into a vacancy under this Article, the employee will be subject to a trial period pursuant to the provisions of this Agreement.
- 17.06** Permanent employees who are subject to layoff will retain their seniority in accordance with the provisions of Article 10 and have recall rights for their seniority retention period.

**17.07** When the Employer declares a vacancy, the Employer will recall laid off employees in accordance with the provisions of Article 17.2. Employees accepting a recall other than in their previous job classification shall be paid the basic salary appropriate to the new classification.

- (a) The responsibility of the Employer will be considered fulfilled if the Employer gives notice of recall by **telephone or e-mail confirmed** by registered mail to the employee's last address registered with the Employer. If the laid off employee does not advise the Employer of their intentions within five (5) days of such notice or fails to report for work within seven (7) calendar days from receipt of such notice or at the date specified in the recall notice, whichever is later, the laid off employee will be deemed to have waived the recall and their seniority shall be completely lost and their employment with the Employer shall be terminated.
- (b) A laid off employee who is unable to return to work for a reason satisfactory to the Employer within the timeframe set out in clause (a) above may decline a recall offer retaining their remaining seniority retention period and will be considered for future vacancies.

**17.08** Where the employment of an employee who has attained seniority is terminated for reasons other than cause the employee will be entitled to severance pay.

**17.09** An employee who receives notice of layoff pursuant to this article will be entitled to severance pay on the following basis:

- (a) After successful completion of the probationary period, two (2) weeks basic salary for each year of completed service. With respect to incomplete years severance pay shall be on a pro rata basis calculated to the nearest month of completed service;
- (b) At the time of layoff, the employee may choose to receive severance payment and forfeit recall rights thereby terminating employment with the Employer or to retain recall rights in accordance with Article 10.2(d) in which case the employee shall not be entitled to severance unless they are not recalled within their seniority retention period;
- (c) The employee shall notify the Employer in writing of their intention to elect severance and forfeit recall rights as early as possible but not later than their last day of work;
- (d) Laid-off employees on the recall list may forfeit recall rights at any time by advising the Employer in writing of such request and will thereby be entitled to receipt of severance pay in accordance with this article, and their employment will be terminated.
- (e) An employee who has elected severance and forfeited recall rights is not precluded from being re- employed;
- (f) Notwithstanding clauses (b), (c) and (d) of this Article, Employees may elect to take a portion of their severance entitlement up to a maximum of two (2) weeks without forfeiting recall rights. An Employee who elects under this clause will not later be entitled again to be paid this portion of their severance entitlement.

**17.10** Severance pay shall not be subject to check off for Union dues.

**17.11** The provisions of Article 17 apply only to permanent employees.

## ARTICLE 18 - SHORT TERM LAYOFF

**18.01** Short term layoff will occur as follows:

- (a) Layoff resulting from a planned temporary closure of any part of the Employer during all or part of the production cycle;
- (b) Any other temporary layoff which is not anticipated to exceed three (3) months.

**18.02** The Employer will endeavour to give as much notice as possible of a short-term layoff but not less than two (2) weeks. The employee will be informed of the effective date of layoff and the date of return to work.

**18.03** Benefits (subject to the employee paying their share of the premiums) and seniority will be continued for the duration of a short-term layoff.

**18.04** Employees may use banked time to alleviate the effects of a short-term layoff.

**18.05** In the event that a short-term layoff becomes a long-term layoff, the period of the short-term layoff will be used in determining entitlement to severance pay as per Article 17 - Layoff and Recall and all provisions of that Article will apply with necessary changes.

**18.06** Annual leave and time off in lieu of overtime taken by an employee shall not be considered a short-term layoff even if such time is scheduled by the Employer in accordance with the provisions of this Agreement.

## ARTICLE 19 - ANNUAL VACATION

- 19.01** The vacation year shall be from September 1 to August 31. Employees who have achieved at least three (3) months service with the Employer as of September 1 shall receive an annual vacation with pay on the basis of one point two-five (1.25) days per month of employment in the year.
- 19.02** Employees who have achieved two (2) years continuous service with the Employer as of September 1 shall receive an annual vacation with pay on the basis of one point five (1.5) days per month of employment in the year.
- 19.03** Employees who have achieved five (5) years continuous service with the Employer as of September 1 shall receive an annual vacation with pay on the basis of one point seven-five (1.75) days per month of employment in the year.
- 19.04** Employees who have achieved eight (8) years continuous service with the Employer as of September 1 shall receive an annual vacation with pay on the basis of two (2) days per month of employment in the year.
- 19.05** If employment is terminated for any reason accrued vacation credits shall be paid **out**.
- 19.06** Employees shall take their vacations at a time determined by the Employer on the basis of operational requirements. Preference shall be given to employees within each classification on the basis of seniority. Employees may be required to use their accumulated vacation time during the production hiatus periods.
- 19.07** Applications for vacation shall be submitted **electronically to the appropriate Manager/Supervisor** at least sixty (60) calendar days in advance of the projected vacation. The Employer shall confirm the granting or the denial of such dates within ten (10) days following its receipt.
- 19.08** Where employees require long term notice of vacation schedules to plan and confirm travelling arrangements the Employer will endeavour to confirm the granting or denial of such vacation requests within ten (10) days following its submission.
- 19.09** For good and sufficient reason an employee may request to carry over up to two (2) weeks of annual vacation leave from one year to the next. An employee who wishes to carry over such portion of vacation shall **submit their request electronically** to the appropriate **Manager/Supervisor** prior to the end of the vacation year. **The Employer shall confirm the granting or the denial of the carryover request promptly.**
- 19.10** Employees will see no reduction in their annual leave as a result of putting this Agreement in place.

## ARTICLE 20 - STATUTORY HOLIDAYS

**20.01** The Employer recognizes the following paid holidays:

New Year's Day  
Louis Riel Day (3rd Monday in February)  
Good Friday  
Victoria Day  
National Indigenous Peoples Day  
Canada Day  
Labour Day

**National Day for Truth and Reconciliation**

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**20.02** In addition, an employee may take **one (1) floating holiday** with basic pay. The employee shall notify the appropriate **Manager/Supervisor electronically** of the desired date to take a floating holiday sufficiently in advance to allow the Employer to make appropriate scheduling changes. The floating **holiday** may be taken between September 1 and August 31 of the applicable year but may not be carried into the next fiscal year.

**20.03** Should an additional paid holiday be proclaimed by the Federal Government, **the one (1) floating holiday shall be allocated to such additional holiday and no floating holidays will remain.**

**20.04** Should an additional paid holiday be proclaimed by the Employer, same shall be in addition to the holidays mentioned above.

**20.05** Employees shall be paid for statutory holidays in the following manner:

- (a) If the holiday falls on a work day and the employee is not required to work the employee shall receive basic pay for such day.
- (b) If the holiday falls during an employee's vacation. The vacation shall be extended for one (1) day or in lieu thereof the employee shall be given one (1) day off at a mutually agreeable time. The employee shall confirm such arrangements in writing prior to commencing vacation.
- (c) If the holiday falls on a scheduled day off and the Employer has not designated an alternative day as a common holiday the employee may add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time. The employee shall confirm the arrangement in writing.

(d) If the holiday falls on a regularly scheduled work day and the employee is required to work the employee shall be paid 7 hours of regular pay and bank the hours, they worked on the stat at one-half (1 ½) times their basic pay.

**20.06** When a floating holiday is taken the employee shall be credited with the normal scheduled hours in that work week.



## ARTICLE 21 - JURY OR WITNESS DUTY

**21.01** A permanent or temporary employee summoned to serve as a juror, **participate in jury selection** or subpoenaed **as a witness** on a scheduled work day shall continue to receive their basic pay less any amount received in payment for service as a juror or a witness. The employee shall return to work if released from jury or witness duty.

## ARTICLE 22 - GENERAL LEAVE

**22.01** Employer may grant a leave of absence with or without pay to a permanent employee at its discretion. The employee requesting leave shall submit same in writing to the appropriate **Manager** with as much advance notice as possible. The **Manager** will reply in writing.

**22.02** Leaves for personal reasons will not normally be granted for a period in excess of three (3) months.

## **ARTICLE 23 - MEDICAL, PERSONAL, BEREAVEMENT, SPECIAL, COMPASSIONATE CARE, DOMESTIC VIOLENCE, TRADITIONAL ABORIGINAL PRACTICES, CRITICAL ILLNESS, DEATH OR DISAPPEARANCE AND RESERVIST LEAVE**

### ***Medical Leave***

- 23.01** **Medical Leave** means the period of time an employee is absent from work by virtue of being incapacitated due to sickness or injury.
- 23.02** **Medical Leave and Personal Leave** credits shall accrue **cumulatively** at the rate of **1.25** days per month of active employment to a **maximum of fifteen (15) days in total ("Regular Plan")**, of which **ten (10) days may be used for Medical Leave and five (5) days may be used for Personal Leave**.
- 23.03** **Medical Leave credits of employees as of August 31, 2016 had been transferred to an individual reserve Medical Leave plan (the "Reserve Plan") and is available for use by the employee only if the employee exhausts their accrued Medical Leave credits in their Regular Plan**
- 23.04** A certificate from a duly qualified health care practitioner may be required by the Employer in order to validate incapacitation, course of treatment or fitness to return to work. The cost of the certificate will be paid by the employeee.
- 23.05** The Employer reserves the right to send an employee for an independent examination to validate incapacitation, course of treatment or fitness to return to work. The cost of the independent examination and report will be paid by the Employer.
- 23.06** Employees shall inform their immediate **Manager/Supervisor** as soon as possible of intention to take **Medical** Leave.
- 23.07** Employees may use accumulated Medical Leave credits to cover absences due to sick leave for periods during which benefits are not payable pursuant to Short Term or Long-Term Disability, Workers Compensation or Automobile Insurance.
- 23.08** After seven (7) days of illness **or zero (0) days upon injury or hospitalization** employees will be eligible for coverage by the Employer's Short Term Disability Benefit Plan **instead of Medical Leave credits and may be required by the Employer to apply for this benefit which may be done by requesting, filling in and submitting a form provided by the Department of People and Culture. If the application is accepted, employees may use existing Medical and Personal Leave credits in their Regular Plan and existing Medical Leave credits in their Reserve Plan (subject to a minimum of five (5) hours in their Reserve Plan bank) to top up to ninety (90%) percent of basic pay.**
- 23.09** **After 119 days of illness, injury or hospitalization** employees will be eligible for coverage through the Employer's **Long-Term** Disability Plan **instead of Medical**

Leave credits and may be required by the Employer to apply for this benefit which may be done by requesting, filling in and submitting a form provided by the Department of People and Culture.

### **Personal Leave**

- 23.10** Employees may use accumulated Personal Leave credits to cover absences for personal (illness or injury) **or family related matters as provided in the Canada Labour Code.**
- 23.11** Employees may use **Medical Leave or Personal Leave** credits for necessary time taken during working hours **for attending** medical or dental examination or treatment. Wherever possible employees will endeavour to schedule appointments outside of working hours or in a manner designed to minimize disruption.
- 23.12** Employees must give as much advance notice as possible and provide suitable verification upon request.
- 23.13** **Medical Leave and Personal Leave** credits have no cash value and are non-accumulative after reaching a level of fifteen (15) days **in total.**
- 23.14** An employee's accumulated **Medical Leave and Personal Leave** credits will be reduced by the amount applied to cover absence in accordance with **the provisions of this Article regarding Medical Leave and Personal Leave.**

### **Bereavement Leave**

#### **23.15**

- (a) A permanent **or temporary** employee may take time off without loss of basic pay for up to five (5) days in the event of death of a member of the employee's immediate family. Immediate family shall be defined to include spouse (including common-law), child (including adopted child), **grandchild**, parent (including guardian), grandparent, brother or sister, father-in-law, mother-in-law and the spouse of the father-in-law or mother-in-law and any relative with whom the employee permanently resides.
- (b) A permanent **or temporary** employee may take time off without loss of basic pay for up to three (3) days in the event of the death of a member of the employee's extended family. Extended family shall be defined to include cousin, nephew, niece, aunt and uncle.
- (c) If the member of the employee's extended family has been dependent upon the employee for basic support and/or the employee is the sole remaining relative to prepare for the funeral, the employee will be granted leave without loss of basic pay for up to an additional two (2) days.
- (d) **An employee who is entitled to Bereavement Leave may also take additional unpaid days of leave up to a total of ten (10).**
- (e) **In the event of death of a child or of a stillbirth experienced by the employee or the employee's spouse (including common law) the employee will be entitled to additional unpaid leave of absence up to eight (8) weeks.**

## ***Special Leave***

**25.16** Special Leave with or without pay may be granted to an employee at the discretion of the Employer for purposes other than those set out in Article 23. Special leave is intended to assist an employee in coping with unforeseen emergencies that affect the employee and the employee's immediate family or in the event of the death of a relative not listed in Article 23.15. Special leave will not normally be granted for a period in excess of three (3) days.

## ***Compassionate Care Leave***

**25.17** An employee who qualifies for and complies with the provisions of the Canada Labour Code regarding Compassionate Care Leave is entitled to a leave of up to eight (8) weeks without pay in a period of twenty-six (26) weeks.

## ***Domestic Violence Leave***

**25.18** An employee who qualifies for and complies with the provisions of the Canada Labour Code regarding leave for Victims of Family Violence is entitled to Domestic Violence Leave in accordance with the provisions of the Canada Labour Code of up to ten (10) days in every fiscal year of which the first five (5) days will be paid, in order to:

- (a) seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- (b) obtain services from an organization which provides services to victims of family violence;
- (c) obtain psychological or other professional counselling;
- (d) relocate temporarily or permanently; or
- (e) seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.

## ***Leave for Traditional Aboriginal Practices***

**23.19** An employee who qualifies for and complies with the provisions of the Canada Labour Code is entitled to unpaid leave for Traditional Aboriginal Practices of up to five (5) days per fiscal year.

## ***Critical Illness Leave***

**23.20** An employee qualifies for and complies with the provisions of the Canada Labour Code regarding Critical Illness Leave is entitled to an unpaid leave of up thirty-seven (37) weeks to care for a critically ill child.

**23.21** An employee qualifies for and complies with the provisions of the Canada Labour Code regarding Critical Illness Leave is entitled to an unpaid leave of up to seventeen (17) weeks to care for a critically ill adult.

### ***Leave for Death or Disappearance***

**23.22** An employee who qualifies for and complies with the provisions of the Canada Labour Code regarding leave related to death or disappearance of a child is entitled to an unpaid leave of up to one hundred four (104) weeks.

### ***Compassionate Care Leave***

**23.23** An employee who qualifies for and complies with the provisions of the Canada Labour Code regarding Compassionate Care Leave is entitled to an unpaid leave of up to twenty-eight (28) weeks to provide care and support to a family member of the employee.

### ***Reservist Leave***

**23.24** An employee who qualifies for and complies with the provisions of the Canada Labour Code regarding leave of absence for members of the reserve force will be entitled to unpaid leave up to an aggregate of twenty-four (24) months in any sixty (60) month period.

## ARTICLE 24 - UNION LEAVE

- 24.01** Subject to operational requirements, leave without loss of pay or benefits shall be granted on a cost recovery basis to an employee duly authorized to represent employees in order to attend Union activities. A request for such leave shall be submitted in writing to the Employer at least ten (10) days in advance of the meeting unless such time limit is mutually waived by the parties.
- 24.02** Subject to operational requirements an employee may apply for long term leave of absence without pay for the purpose of accepting a position with the Union or an official labour body. Such leave will be without loss of benefits provided the employee pays the full cost of same, subject to the provisions of the applicable plan. At least one (1) month's written notice must be given. The maximum period of leave will be two (2) years subject to extension at the discretion of the Employer for a further period of up to one (1) year. Only one (1) employee at a time may be off on such leave.
- 24.03** During the period of a long-term leave and any extension seniority will continue to accrue. Upon returning to employment with the Employer the employee shall be reinstated in the first suitable vacancy in the same classification occupied at the time of the commencement of the leave and at the current basic pay for the classification or in a classification and current basic pay which is closest to the classification formerly occupied.
- 24.04** Upon the request of the Union the Employer agrees to release without loss of pay or benefits up to three (3) employees (including the grievor) to attend grievance meetings. It is understood the Employer reserves the right to engage temporary employees to cover any releases pursuant to this Article.
- 24.05** Upon request by the Union the Employer agrees to release without loss of pay or benefits on a cost recovery basis up to three (3) employees for the purpose of negotiations or arbitration.
- 24.06** The parties will co-operate to contain costs as much as possible.
- 24.07** The Employer will endeavour to avoid scheduling meetings of the Joint or Grievance Committees on an employee's day off. Where the Employer schedules a meeting of the joint committee or to discuss a grievance with the grievance committee and the meeting with management lasts four (4) hours or more, any employee required to attend such meeting on their day off will be granted another day off to be taken at a mutually convenient time.

## ARTICLE 25 - MATERNITY AND PARENTAL LEAVE

**25.01** In order to qualify for Maternity Leave a pregnant employee must provide the Employer with a certificate of a duly qualified **health care** practitioner certifying that **the employee** is pregnant.

**25.02** An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

- (a) a period not exceeding seventeen (17) weeks, which may not begin earlier than **thirteen** (13) weeks prior to the estimated date of the employee's confinement, **and shall end not later than seventeen (17) weeks following the actual date of her** confinement; or
- (b) **if the confinement has not occurred during the seventeen (17) weeks of her leave of absence, the leave of absence is extended until the date of the employee's** confinement;
- (c) **if during the period of seventeen (17) weeks following the date of confinement a child who was born is hospitalized, the period is extended by the number of weeks during which the child is hospitalized up to a maximum of fifty-two (52) weeks;**
- (d) a qualified employee who has also completed at least twelve (12) continuous months of employment shall **be entitled to** receive Supplemental Unemployment Benefits (SUB Plan) for a period of seventeen (17) weeks provided she qualifies for Employment Insurance (E.I.) Benefits **and complies with the terms and conditions of Article 25.10.**

**25.03** In order to qualify for Parental Leave, an employee must:

- (a) be the natural parent of a **newborn** child; or
- (b) adopt a child under the law of a province **or territory.**

**25.04** An employee who qualifies under Article 25.3 must submit to the Employer an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day on which the employee intends to commence the leave, unless there is a valid reason why that notice cannot be given.

**25.05**

- (a) An employee who qualifies in accordance with Articles 25.3 and 25.4 is entitled to Parental Leave without pay for a continuous period of up to **sixty-three (63)** weeks.
- (b) **The period of Parental leave shall be extended by any period of time that the child is hospitalized provided the extension does not result in the period of leave being longer than one hundred four (104) weeks.**
- (c) An employee who qualifies in accordance with Articles 25.3 and 25.4 and who has completed at least twelve (12) continuous months of employment shall be entitled to receive Supplemental Unemployment Benefits (SUB Plan) for a period of twelve (12) weeks provided the employee qualifies for E.I. Benefits and complies with the terms and conditions of Article 25.10.



- 25.06** Subject to Article 25.7 Parental Leave must commence no later than **seventy-eight (78) weeks from the** date of the birth of the child **or adoption of the child** or the date on which the child comes into the actual care and custody of the employee.
- 25.07** Maternity Leave and Parental Leave must be taken in one (1) continuous period unless otherwise approved by the Employer.
- 25.08** A non-birthing employee shall be granted leave with pay up to a maximum of three (3) days for needs directly related to the birth of their child.
- 25.09** An employee shall be granted three (3) days leave with pay to attend to the needs directly related to the adoption of a child. The employee may be required to furnish proof of adoption.
- 25.10** Supplemental Unemployment Benefits Plan (SUB Plan)
- (a)
- (i) The Supplemental Unemployment Benefits Plan of the Employer must comply with all requirements of Human Resources and Skills Development Canada and is intended to provide a “top up” to E.I. Benefits received by employees who qualify for such benefits pursuant to taking a Maternity or Parental Leave in accordance with the provisions of Article 25.
  - (ii) For greater certainty, E.I. Maternity Benefits are paid at a rate of fifty-five (55%) per cent of average insurable weekly earnings. E.I. Parental Benefits vary depending on which option the parent selects. For Standard Parental Leave (up to thirty-five (35) weeks) the rate of fifty-five (55%) per cent applies. For Extended Parental Leave (up to sixty-one (61) weeks the rate of thirty-three (33%) per cent applies).
- (b) During the first two (2) weeks Maternity or Standard Parental Leave, as the case may be, the top up will be ninety-three (93%) per cent of basic pay and for the balance of the seventeen (17) or twelve (12) week period, as the case may be, the top up will be to eighty (80%) per cent of basic pay. Proof of eligibility for E.I. Benefits may be required.
- (c) If the employee receives earnings from other sources which reduce E.I. Benefits below the normal weekly level, the Employer will not increase its top up payment to cover the decreased amount of E.I. Benefits. If the employee receives earnings from other sources which, when added to the E.I. Benefits and top up payments would exceed ninety-five (95%) per cent of salary, the SUB Plan payments will be reduced accordingly.
- (d) If an employee elects to take Extended Parental Leave for the maximum sixty-one (61) weeks allowed, and also elects to extend E.I. Benefits so they are payable at a reduced rate for a longer period, the employee may also elect to extend SUB Plan payments provided that the total payable by the Employer pursuant to the SUB Plan does not exceed the amount which would be paid pursuant to clause (b).
- (e) Employees who are in receipt of SUB Plan payments must sign an agreement committing to return to work at the end of the maternity and/or parental leave and to remain actively employed for a period of one (1) year, failing which the employee will be obliged to repay a proportionate amount of SUB Plan payments received.

- 25.11** The Employer agrees to continue to pay premiums or make contributions to the Health Benefit and Group Insurance Plan as provided in Article 26.1 during a period of Maternity and/or Parental Leave subject to the employee paying the employee-paid portion of such premiums.
- 25.12** The Employer agrees to match employee contributions to the pension plan which are made in accordance with the provisions of Article 26.2 during a period of Maternity and/or Parental Leave.
- 25.13** Maternity and Parental leave may be interrupted by any period of time that the employee is on another type of leave provided in this Agreement and the Parental or Maternity leave shall resume immediately after the interruption ends.

### ***Maternity-Related Reassignment and Leave***

- 25.14** An employee who is pregnant or nursing may request that the Employer modify her job functions or reassign her to another job if, by reason of the pregnancy or the fact that she is nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child. Such a request can be made during the period from the beginning of the pregnancy to the end of the twenty-fourth (24) week following the birth.
- 25.15** An employee who wishes to request modified job functions or a reassignment by reason of her pregnancy or the fact that she is nursing must provide a certificate from a health care practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.
- 25.16** Where the employee has provided a certificate from a health care practitioner with the information set out in Article 25.15, the Employer shall examine the employee's request and where reasonably practicable, shall modify the employee's job functions or reassign her to a different position. While the Employer assesses whether the request is reasonably practicable, the employee may stay in her position or if the risk posed by continuing any of her job functions so requires, she shall be granted a leave of absence with pay at her regular rate of wages until the Employer finishes its assessment.
- 25.17** If the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the certificate is not reasonably practicable, the Employer shall so inform the employee in writing and the employee shall be granted an unpaid leave of absence for the duration of the risk as indicated in the medical certificate. On being informed of the cessation, the Employer, with the consent of the employee, shall notify the Health and Safety committee.
- 25.18** If the Employer concludes that a modification of job functions or a reassignment is reasonably practicable, the employee is deemed to continue to hold the job that she held at the time of making the request and shall continue to receive the wages and benefits that are attached to that job. The employee must advise the Employer of any changes in the inability, or the risk set out the medical certificate

and must provide the Employer an updated medical certificate referencing the changes.

- 25.19** An employee who is pregnant or nursing shall be granted an unpaid leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth (24) week following the birth, if she provides the employer with a certificate issued by a health care practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.
- 25.20** An employee who is nursing will be granted any unpaid breaks necessary for them to nurse or to express breast milk.

## **ARTICLE 26 - HEALTH BENEFITS, GROUP INSURANCE AND PENSION PLAN**

- 26.01** The Employer agrees to continue to pay premiums or make contributions to a health benefit and group insurance plan as outlined in the current benefit program booklets relating respectively to status and non-status employees. The provisions of the health benefits and group insurance plan are subject to and governed by the terms and conditions of the master policy numbers 56813 (Short-term Disability, Health, Dental) and 157805 (Life, Accidental Death and Dismemberment, Long-term Disability) administered by **Canada Life**. Employees shall pay 100% of the premiums for Long Term Disability Plans. The employer shall pay 100% of the premiums for other health benefit and group insurance plans.
- 26.02** The Employer agrees to continue the current pension plan as outlined in the current booklet relating respectively to status and non-status employees. The terms of the pension plan are subject to and governed by the terms and conditions set forth in the plan documents as administered by the Trustee of the plan.
- 26.03** There shall be no reductions in the level of benefits provided in the plans during the term of this Agreement without the written consent of the Union.
- 26.04** At least once a year and upon request parties will meet to discuss the plans with a view to determining whether they are meeting the needs of employees.
- 26.05** Copies of the booklets will be provided to employees upon written request. A copy of the plans will be provided to the Union upon written request.

## **ARTICLE 27 - TRANSPORTATION AND TRAVEL EXPENSE**

- 27.01** Transportation and Travel Expense shall be covered by the Employer's current travel policy.
- 27.02** Employee entitlements will not be reduced during the term of this Agreement without the written consent of the Union.
- 27.03** At least once a year and upon request, the parties will meet to discuss the travel policy with the view to determining whether it is meeting the needs of employees.
- 27.04** Upon written request, employees will be provided a copy of the travel policy. Upon written request, the Union will be provided with a copy of the travel policy.
- 27.05** In circumstances where an employee does not possess a credit card which is required for an assignment involving travel, the Employer will endeavor to make alternative arrangements to allow the employee to perform the assignment.

## ARTICLE 28 - JOINT COMMITTEE

- 28.01** The purpose of the Joint Committee is to promote harmonious relations between the Employer and its employees and to discuss matters of mutual interest in open and honest dialogue.
- 28.02** The Joint Committee will be provided with necessary information relating to and will discuss issues such as:
- (a) changes in technology;
  - (b) training and professional development;
  - (c) professional issues;
  - (d) issues related to downsizing;
  - (e) workload;
  - (f) use of outside resources;
  - (g) benefits;
  - (h) new methods and operations;
  - (i) working equipment and materials
  - (j) employment equity;
  - (k) pay equity;
  - (l) labour relations education;
  - (m) musculoskeletal injuries;
  - (n) alternate work arrangements;
  - (o) matters of mutual interest not covered by other provisions of this Agreement or to discuss misunderstandings and problems.
- 28.03** Minutes of meetings will be recorded and copied to members of the Joint Committee. **Agreed-to minutes may be shared with employees except minutes of confidential discussions which shall not be shared.**
- 28.04** The core composition of the Joint Committee will be comprised of two (2) employees and two (2) members of management.
- 28.05** Upon request from the Union, the Employer will release without loss of pay or benefits up to three (3) employees for the purpose of attending meetings of the Joint Committee.
- 28.06** The Joint Committee shall meet at least quarterly on dates which are mutually agreeable. The parties will submit an agenda at least seven (7) calendar days prior to a meeting. The parties will cooperate to contain costs as much as possible.
- 28.07** The Joint Committee will not provide interpretations of the provisions of this Agreement, nor will its function replace the grievance procedure.

**28.08** Recommendations of the Joint Committee will be considered for adoption between the parties at any appropriate level within their respective organizations. Where a recommendation from the Committee is rejected, the reason(s) for that rejection shall be provided in writing to the Committee.

## ARTICLE 29 - UNION COMMITTEES

- 29.01** The Employer will recognize a Negotiating Committee comprised of a Staff Representative of the Union and not more than three (3) employees appointed or elected by the Union, all of whom must have completed their probationary periods with the Employer.
- 29.02** The Employer will recognize a Grievance Committee comprised of a Staff Representative of the Union and not more than two (2) employees appointed or elected by the Union, all of whom must have completed their probationary periods with the Employer.
- 29.03** The Union shall maintain an up-to-date list of all employees who have been appointed or elected to official positions as Union Representatives and shall advise the Employer in writing upon request.



## ARTICLE 30 - GRIEVANCE PROCEDURE

**30.01** Employer and the Union agree that it is the purpose of the grievance procedure to settle amicably and fairly any complaints and disagreements concerning the employees, the Union and the Employer, without, so far as is possible, resort to arbitration. The provisions of Articles 30 and 31 of this Agreement are the sole and exclusive means of addressing and resolving grievances.

**30.02** For the purposes of this Agreement a "Grievance" is defined as a difference arising between the Employer and the Union relating to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether a matter is arbitrable. At any stage of the grievance procedure an employee is entitled to be represented by a Union Representative.

**30.03** It is the intent of the parties that complaints of an employee shall be adjusted as quickly as possible and accordingly, should a grievance arise, an earnest effort shall be made to settle such difference in the following manner:

### ***Step One***

**30.04** Within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee, the grievance shall be submitted in writing, through the Union, signed by the employee, to their immediate **Manager** or designate who is excluded from the bargaining unit. The grievance shall identify the nature of the grievance, the remedy sought and will identify the provisions of this Agreement which are alleged to have been violated. The parties may meet to discuss the grievance at a mutually agreed time and place. The **Manager** shall reply in writing within ten (10) days after the grievance has been submitted or the meeting held, whichever the case may be.

### ***Step Two***

**30.05** If the grievance cannot be addressed satisfactorily then within ten (10) days after the reply has or should have been received, the employee shall present their grievance in writing to the **People and Culture** Leader or designate. The **People and Culture** Leader or designate shall schedule a meeting to be held within ten (10) days from the time such grievance was presented at Step Two, or as mutually agreed. The Union Representative and the grievor may be present at the meeting. The **People and Culture** Leader or designate may have such assistance as they desire at the meeting. The decision of the Employer will be delivered in writing within ten (10) days after the meeting.

### ***General Provisions***

**30.06** In the event that two (2) or more employees have grievances which are sufficiently common in nature that they may conveniently be dealt with together, such grievances may constitute a group grievance and shall be presented at Step One within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of at least one (1) of the grievors.

**30.07**

- (a) A "policy grievance" is any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement and shall be submitted at Step Two within ten (10) days after the circumstances giving rise to the grievance have occurred.
- (b) A grievance regarding the termination of an employee shall be submitted at Step Two within ten (10) days after the termination has been communicated to the employee and the Union.**
- (c) A grievance by the Employer shall be filed with the Local Union President or designate.**

**30.08** Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 30 or Article 31. Any grievance not submitted by the grievor or advanced by the Union to the next step within the applicable time limit shall be deemed resolved by the Employer's initial action or reply as the case may be. If a time limited for the giving of a reply is missed, the grievance shall proceed to the next step. A step is deemed to have been taken when notice is given by the party who filed the grievance.

**30.09** Any and all the time limits set forth in Article 30 or Article 31 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.

## ARTICLE 31 - ARBITRATION

**31.01** In the event that a grievance shall not have been settled to the satisfaction of either party, the matter may then be referred to arbitration. If either party wishes to refer a grievance to arbitration the notice of referral to arbitration must be made in writing to the other party within fifteen (15) days from the Step Two decision of the party denying the grievance. The notice shall contain a copy of the grievance and the remedy sought.

**31.02** Grievances which are referred to arbitration shall be heard by a sole arbitrator in accordance with the list provided below. Each individual on the list shall serve as sole arbitrator in rotation. The date of referral of a grievance to arbitration shall determine the order of rotation. The parties may agree to submit more than one grievance to the same arbitrator.

List of Arbitrators:

- 1) Michael Werier, K.C.;
- 2) Karine Pelletier;
- 3) Diane Jones, K.C.;

**31.03** It is agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any employee or group of employees. All agreements reached under the grievance procedure between representatives of the Employer and the Union will be final and binding upon the Employer, the Union and the affected employees.

**31.04** No matter may be referred to arbitration which has not properly been carried through all requisite steps of the grievance procedure.

**31.05** The issue(s) raised in the written grievance shall be presented to the arbitrator and their Award shall be confined to such issue(s). The finding of the arbitrator as to the facts and the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be conclusive and binding on all parties concerned, but in no case shall the arbitrator be authorized to alter, modify or amend any part of this Agreement.

**31.06** The Employer and the Union shall share equally the expense of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

**31.07** The parties may, by mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may by written agreement extend the time limits for referral to or hearing of the arbitration. The parties will share equally the expense of the mediator.

**31.08** The parties may, by written agreement, proceed by way of mediation - arbitration.

**31.09** As a general rule, arbitrations will be heard in Winnipeg. Where an alternate location

is more reasonable having regard to cost and efficiency, it will be considered in good faith by the parties.

## **ARTICLE 32 - UNION ACCESS TO PREMISES**

**32.01** Representatives of the Union shall have access to the premises of the Employer for the purpose of communicating with employees. Reasonable advance notice to the Head of **People and Culture** or designate will be given.

**32.02** The Union representative shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of their duties. The Union representative shall not access any confidential information when visiting the premises of the Employer and shall not disclose any confidential information which is learned during such visit.

**32.03** The interview of an employee by a representative of the Union shall be:

- (a) carried on, in private, in a place designated by the Employer;
- (b) held, wherever possible, during meal or break periods.

**32.04** The Employer will on request furnish a suitable business letter or card of identification permitting access to the premises of the Employer.

## ARTICLE 33 - JOB SECURITY, DISCIPLINE AND DISCHARGE

- 33.01** No permanent full-time or part-time employee who has attained seniority shall be disciplined or discharged except for just and sufficient cause.
- 33.02** The parties agree that the primary purpose of discipline is correction. It is agreed the parties will deal promptly with matters of discipline.
- 33.03** In all instances where the Employer considers that an employee may warrant disciplinary action the Employer will endeavor to meet with the employee in advance. The Employer will provide advance notice of the subject matter to be discussed at the meeting in writing. The employee will be advised of their right to have a union representative from the location attend as an advisor. The local union representative shall attend the meeting should the employee so request.
- 33.04** If the disciplinary action to be taken involves a verbal warning, written warning, suspension, demotion or discharge the Employer shall notify the employee in writing of the action taken and the reasons therefor with a copy to the Human Resources file and to the Union. Such notice to the employee will be given within twenty (20) working days of the decision.
- 33.05** An employee may provide a written reply to any document contained in the Human Resources file which shall be added to the file.
- 33.06** Only documentation related to disciplinary actions that are implemented shall be placed on the employee's file. With advance notice in writing to the Head of Human Resources or designate, an employee may have access to the Human Resources file.
- 33.07** Except for discipline regarding gross misconduct, all documentation related to disciplinary action will be removed from the Human Resources file two (2) years from the date of the infraction provided there are no further infractions.

## ARTICLE 34 - STRIKES AND LOCKOUTS

**34.01** There shall be no strike, concerted work stoppage, slowdown, or other activity designed to interfere with or restrict production by the Union or by any employees during the term of this Agreement. It is further understood and agreed that should there be any strike, concerted work stoppage, slowdown or other such activity during the term of this Agreement by any of the employees, that the Union shall counsel on a continuing basis that such activity be stopped. Employees who counsel others to, or who themselves, engage in activity contrary to the terms of this Article, shall be deemed just cause for discipline up to and including discharge.

**34.02** There shall be no "lockout" by the Employer during the term of this Agreement.

**34.03** Employees will not be required to handle, perform or assist in any work under the usual scope of any other bargaining unit which is on a legal strike as defined in the Canada Labour Code.

## ARTICLE 35 - BULLETIN BOARDS

**35.01** The Employer agrees to the posting by the Union of signed announcements to employees regarding elections, meetings, negotiations and internal affairs of the Union on bulletin boards belonging to the Employer. All notices posted, pursuant to this Article, shall be signed by an officer of the Union and will be submitted to and initialed by the **People and Culture Leader** or designate before posting.



## ARTICLE 36 - HEALTH AND SAFETY

**36.01** The Employer will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of injury in its operation.

**36.02** It is the duty of employees to make every reasonable effort to ensure their own safety and safety of their fellow employees. The Health and Safety Committee established by the Employer will continue to operate in the promotion of safety and safe working conditions and shall participate in the development and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of employees and health and safety matters. Each operational department may have a representative on the Committee. The employee representative from each of the News and Current Affairs and Operations Departments shall be appointed or elected by the Union **and the employee representative(s) from Non-Union Departments shall be appointed by the Union in consultation with the employees in those departments.**

### **36.03**

- (a) The Health and Safety Committee shall meet during regular working hours at least nine (9) times per year, at regular intervals and, if other meetings are required as a result of an emergency or other special circumstances, the Committee shall meet as required during regular working hours or outside those hours. Minutes of meetings will be recorded and copied to members of the Health and Safety Committee. Agreed to minutes may be shared with employees except minutes of confidential discussions which shall not be shared.
- (b) The Health and Safety Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities. The Health and Safety Committee shall have full access to all of the government and employer reports, studies and tests relating to the health and safety of the employees but shall not have access to the medical records of any person except with the person's consent.
- (c) The Health and Safety Committee shall not participate in an investigation of an occurrence of Harassment and Violence in the workplace.

**36.04** The Health and Safety Committee will be empowered to make recommendations related to the physical work environment, design and installation of equipment, and other related concerns including:

- (a) selection and maintenance of equipment;
- (b) installation and placement of lighting;
- (c) selection and maintenance of furniture;
- (d) vision and eye wear issues;
- (e) rest breaks;
- (f) maintenance of air flow and temperature.

- 36.05** The Employer agrees to supply protective clothing and/or safety devices for employees on assignment where conditions require and to supply other special attire where necessary.
- 36.06** It is the obligation of the employee to take reasonable care of equipment, clothing and safety devices. It is the obligation of the Employer to properly maintain such equipment, clothing and safety devices.
- 36.07** An employee who believes on reasonable grounds that a circumstance exists in the workplace which constitutes a danger to the employee shall report the circumstance to the **Manager**. The **Manager** shall attempt to resolve the complaint.
- 36.08** Where the complaint remains unresolved, the employee may refuse to perform work associated with the dangerous circumstance. The dangerous circumstance shall be reported to and investigated by the Health and Safety Committee and may be reported to a Health and Safety Officer.
- 36.09** If a dangerous circumstance is confirmed, the Employer shall take immediate steps to rectify the situation. If the dangerous circumstance is rectified or if it is determined that an alleged dangerous circumstance does not exist, the employee may not continue to refuse to perform work associated with the circumstance.
- 36.10** The Employer shall provide Workers Compensation coverage to all employees and for that purpose is registered in every province and territory in which employees reside.

## ARTICLE 37 - AIR CREDITS

**37.01** Where the Employer determines that Air Credits will be given, the following process shall apply:

- (a) all employees who have been involved in the broadcast shall have their names included in the credits;
- (b) when an employee is authorized by the Employer to make a personal contribution to a broadcast, extending beyond the normal requirements of their professional function, they will be entitled to receive an additional credit;
- (c) an employee has the right to refuse a credit;
- (d) the Union (including logo) shall be provided with an Air Credit when any of its members are given credit on a production.**

## ARTICLE 38 - OUTSIDE ACTIVITIES

**38.01** Employees shall be free to engage in activities outside the hours of work provided such activities are not in conflict with, or prejudicial to, the Mission and Values of the Employer. Specifically:

- (a) Such activities must not be in direct competition with the operations of the Employer;
- (b) No employee in the course of such activities may exploit their connection with the Employer without written permission; and
- (c) Such activity must not affect adversely their work for the Employer.

**38.02** Employees must discuss any outside activities with their **Manager** before engaging in same.

## ARTICLE 39 - TECHNOLOGICAL CHANGE

**39.01** Technological Change means the introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

**39.02** Where the Employer proposes to effect a technological change, that it is likely to affect the terms and conditions of employment of a significant number of employees, then the Employer shall give notice to the Union, at least ninety (90) calendar days prior to the technological change being implemented.

**39.03** The notice referred to above shall include:

- (a) the nature of the technological change;
- (b) the date on which the Employer proposes to effect the technological change;
- (c) the approximate number and type of employees likely to be affected by the technological change;
- (d) the effect that the technological change is likely to have on the terms and conditions, or security of employment of the employees affected.

**39.04** The parties agree that Sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this Agreement.

**39.05** After the notice referred to above is given the parties shall meet and discuss the technological change with a view to minimizing or avoiding adverse effects and to discuss options to assist employees who are affected by the technological change to adjust to any associated adverse effects.

**39.06** The parties shall also discuss possible alternatives for affected employees which may include:

- (a) retraining;
- (b) reassignment and/or relocation to an available position either within or outside the bargaining unit;
- (c) waiver of posting provisions.

**39.07** Where retraining, reassignment or relocation is not possible, the employee will be subject to layoff in accordance with the provisions of Article 17 - Layoff and Recall.

**39.08** The parties agree to expedite any Joint Committee process to deal with technological change. Decisions regarding retraining, reassignment and/or relocation and layoff of employees affected by technological change will be completed within six (6) months of the notice of technological change to the Union subject to extension by mutual agreement.

## ARTICLE 40 - TURNAROUND

- 40.01** The Employer will endeavour not to schedule an employee to start a shift within twelve (12) hours after the scheduled completion of the employee's previous shift.
- 40.02** If due to a special event or in cases of emergency an employee is required to start a shift within twelve (12) hours after the scheduled completion of the employee's previous shift, the overtime provisions will apply for the number of hours worked prior to reaching the twelve (12) hour interval. Such time will not be counted in the Averaging Formula.
- 40.03** An employee who is scheduled to end work between 1930 hours and 2330 hours on the day preceding the employee's day off will not be scheduled to begin work before 0800 hours on the day after the employee's days off.
- 40.04** An employee who is scheduled to end work between 2330 hours and 0200 hours on a shift preceding the employee's days off will not be scheduled to begin work before 1000 hours on the day after the employee's days off.
- 40.05** If due to a special event or in cases of an emergency an employee is required to start a shift prior to the appropriate time as per Article 40.3 or Article 40.4 the overtime provisions will apply for the number of hours worked prior to reaching the appropriate starting time.
- 40.06** An employee is entitled to refuse a scheduled assignment as contemplated in Article 40.2 or 40.5 above.

## ARTICLE 41 - WORKING EQUIPMENT

- 41.01** Working Equipment shall be provided to employees and paid for by the Employer. It shall be the employees' responsibility to report the loss or damage of any equipment immediately, as it becomes known to the employee.
- 41.02** It is the obligation of the employee to take reasonable care of such equipment. It is the obligation of the Employer reasonably to maintain such equipment.
- 41.03** Where the Employer requires a certain "look" with respect to on-air hosts the Employer will provide items and services such as clothing, makeup services and hair styling as necessary. Provision of such items and services will be provided as much as possible through sponsorship agreements and will not involve to the extent possible any monetary payments from the Employer. Where monetary payments are necessary, they shall be made with due regard to existing budgetary constraints. Exceptions to this protocol will be discussed between the Employer and the Union on a case-by-case basis.

## ARTICLE 42 - EFFECTIVE DATE AND DURATION

**42.01** This Agreement shall be effective commencing April 25, **2022**, and shall remain in effect until April 24, **2026 (subject to the right of either party within four (4) months of April 24, 2024 to give notice of desire to amend Article 12, General Salary Provision)** and shall remain in effect for year to year thereafter unless notice in writing of desire to modify, amend or terminate this Agreement is given by one party to the other. Such notice shall be given within a period of four (4) months immediately preceding the expiration date of this Agreement.

**42.02** Within twenty (20) days after receipt of **either** notice of intention **as set forth in Article 42.1** or such later date as the parties may agree, negotiations for **amendment of Article 12** or renewal of this Agreement, **as the case may be**, shall begin between the Employer and the Union and shall be held as frequently as possible or until settlement is reached or until either party makes application for conciliation.

**42.03** This Agreement shall continue in full force and effect after the expiry date until twenty-one (21) calendar days after advice has been received from the Minister of Labour as set forth in Part 1 of the Canada Labour Code.



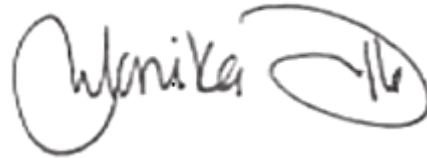
DATED at Winnipeg, Manitoba, this **30th** day of **August 2022**.

**Canadian Media Guild**

**The Aboriginal Peoples Television Network**



Joël Tétreault  
Staff Representative



Monika Ille  
Chief Executive Officer



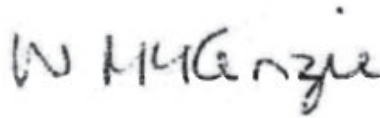
Tom Fennario



Darcy Smith  
Chief Financial Officer



Charmaine Straker



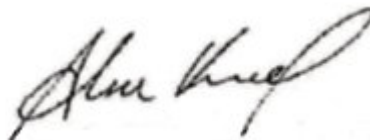
wayne mckenzie  
Executive Director of Operations



Dennis Rondeau



Cheryl McKenzie,  
Executive Director  
News and Current Affairs



Alan Bouchard  
Labour Relations/HR Project Specialist



William S. Gardner, Q.C.

# LETTER OF UNDERSTANDING NO. 1 - CONTRACTING OUT

August 30, 2022  
Canadian Media Guild  
311 Adelaide East, Suite 101  
Toronto, ON M5A1N2

**Attention: Joël Tétreault**

Dear Joël:

**Re: Contracting Out**


This is to confirm that Aboriginal Peoples Television Network has no plans to contract out bargaining unit work which would result in the displacement of current employees.

If, during the term of the Collective Agreement, APTN determines to contract out bargaining unit work which will result in the displacement of current employees, it will give notice to the Union in accordance with the provisions of Article 39 - Technological Change and will follow that process in terms of conferring with the Union and attempting to adjust affected employees.

Yours very truly,

**Aboriginal Peoples Television Network**

Per:

A handwritten signature in black ink that reads "Monika Ille". The signature is written in a cursive style with a large, looping initial "M" and a stylized "I".

**Monika Ille**

Chief Executive Officer

cc: William S. Gardner

## LETTER OF UNDERSTANDING NO. 2 - UNION BULLETIN BOARDS AT APTN

August 30, 2022

William S. Gardner

PITBLADO

2500 - 360 Main Street

Winnipeg, MB R3C 4H6

Dear Bill,

### **Re: Union Bulletin Boards at APTN**

Further to our discussions of this week this is to confirm that the Canadian Media Guild acknowledges the purpose of bulletin boards for union purposes is to convey information relevant to members of the bargaining unit.

It is not the intention of the Guild to use these boards in a manner that would be deemed to constitute criticism of the employer.

If you have any questions or are in need of clarification, please feel free to contact me.

Yours truly,



**Joël Tétreault**

Staff Representative Canadian Media Guild

cc: APTN bargaining committee

## LETTER OF UNDERSTANDING NO. 3 - MENTORING IN EXCLUDED MANAGEMENT POSITIONS

August 30, 2022  
Canadian Media Guild  
311 Adelaide East, Suite 101  
Toronto, ON M5A1N2

**Attention: Joël Tétreault**

Dear Joël:

### **Re: Mentoring in Excluded Management Positions**

This is to confirm the agreement of the parties that a bargaining unit employee while employed on a mentoring basis to the Executive Producer, Manager of Operations or other excluded managerial position for the purpose of learning the duties and responsibilities of the position(s) shall be considered excluded from the bargaining unit for the purposes of salary and hours of work. No member of the bargaining unit shall be forced to enter into a mentoring program against their will.

Employees who are selected for mentoring to an excluded managerial position will be required to sign a confidentiality pledge which will be effective both during and after the duration of the mentorship.

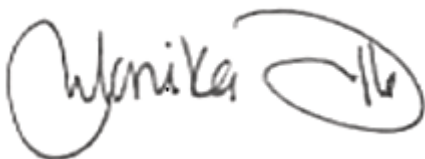
However, such bargaining unit employee shall not lose their bargaining unit position or their rights under the Collective Agreement. If the employee during the mentorship is considered to have committed an offence for which formal disciplinary action including discharge is taken by the Employer, the employee shall have the right to file a grievance and have the grievance referred to arbitration pursuant to the provisions of the agreement as if the employee at the time of the alleged offence had been in a bargaining unit position.

At the end of the period of mentorship, the employee shall be entitled to elect to return to their bargaining unit position with no loss of seniority or other benefits.

Yours very truly,

**Aboriginal Peoples Television Network**

Per:



**Monika Ille**

Chief Executive Officer

cc: William S. Gardner

Acknowledged and agreed to this 30<sup>th</sup> day of August, 2022.

Canadian Media Guild

Per:

A handwritten signature in black ink, appearing to read 'Joël Tétreault', written in a cursive style.

Joël Tétreault

## LETTER OF UNDERSTANDING NO. 4 - SPECIAL EVENTS AND PROJECTS

August 30, 2022  
Canadian Media Guild  
311 Adelaide East, Suite 101  
Toronto, ON M5A1N2

**Attention: Joël Tétreault**

Dear Joël:

**Re: Special Events and Projects**

The parties recognize that unique opportunities may arise from time to time requiring the use of additional employees, equipment and skills not normally found at APTN. These Special Events and Projects may provide a unique opportunity to enhance the image of APTN and provide new challenges, knowledge and opportunities for employees. The parties will meet at the earliest opportunity to discuss the Special Event or Project and agree to work together to achieve desired goals.

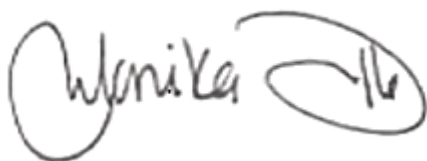
The Employer agrees that all temporary and casual employees who are employed in connection with a Special Event or Project will be treated in accordance with the provisions of this Agreement. The Employer agrees that individuals who are not employees but who are engaged to perform work which normally is performed by employees will not receive less pay than would be applicable pursuant to the provisions of this Agreement. The Employer also agrees to make best efforts to use permanent employees in these Special Events and Projects and to use temporary and casual employees as much as possible for the purposes of backfill.

**It is understood that News and Current Affairs stories are not considered Special Events or Projects.**

Yours very truly,

**Aboriginal Peoples Television Network**

Per:



**Monika Ille**

Chief Executive Officer

cc: William S. Gardner

# LETTER OF UNDERSTANDING NO. 5 - APPLICATION TO THE CRTC FOR RENEWAL OF BROADCAST LICENSE

August 30, 2022  
Canadian Media Guild  
311 Adelaide East, Suite 101  
Toronto, ON M5A1N2

**Attention: Joël Tétreault**

Dear Joël:


**Re: Application to the CRTC for Renewal of Broadcast License**

The parties recognize that in APTN must appear before the CRTC for the renewal of its broadcast license. Given the changing dynamic of the regulatory body as well as the major changes in the broadcasting environment, should APTN's mandatory carriage status or subscriber fee be in any way changed causing negative financial or operational impact on the network, both parties agree and recognize the need to re-open this Agreement with a view to finding a solution that will allow the network to maintain operations under new and as of yet unknown circumstances.

Yours very truly,

**Aboriginal Peoples Television Network**

Per:

A handwritten signature in black ink, appearing to read 'Monika Ille', enclosed within a large, hand-drawn oval.

**Monika Ille**

Chief Executive Officer

cc: William S. Gardner

# LETTER OF UNDERSTANDING NO. 6 - HARASSMENT AND VIOLENCE INVESTIGATIONS

August 30, 2022  
Canadian Media Guild  
311 Adelaide East, Suite 101  
Toronto, ON M5A1N2

**Attention: Joël Tétreault**

Dear Joël:

**Re: List of Investigators**

Pursuant to s.27(1) of the Work Place Harassment and Violence Prevention Regulations, SOR/2020-130 ("the Regulations"), we are writing to confirm agreement of the following persons to investigate Harassment Complaints made under APTN's Harassment and Violence Prevention Policy:

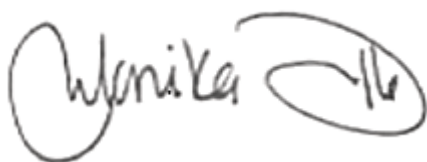
Alan Bouchard; and  
Tamara Laurin.

Selection of these individuals has been assented to by the Workplace Safety and Health Committee. This also confirms our agreement that each of these individuals holds all of the qualifications required to be an Investigator under s. 28(1) of the Regulations.

Yours Truly,

**Aboriginal Peoples Television Network**

Per:

A handwritten signature in black ink that reads "Monika Ille". The signature is written in a cursive style with a large loop at the beginning and a smaller loop at the end.

**Monika Ille**

Chief Executive Officer

cc: William S. Gardner

Acknowledged and agreed to this 30th day of August, 2022.

Canadian Media Guild



Per:

A handwritten signature in black ink, appearing to read 'Joël Tétreault', written in a cursive style.

Joël Tétreault

# LETTER OF UNDERSTANDING NO. 7 - NORTHERN ALLOWANCE

August 30, 2022  
Canadian Media Guild  
311 Adelaide East, Suite 101  
Toronto, ON M5A1N2

**Attention: Joël Tétreault**

Dear Joël:

**Re: Northern Allowance**

The Employer will continue its current policy of providing a Northern Allowance ("NA") to employees working within the Yellowknife / Whitehorse / Iqaluit news bureaus.

NA is a taxable benefit and is calculated and paid in the same manner as the employees' salaries and is not subject to pension and union dues deductions.

NA parallels the Treasury Board of Canada Secretariat - National Joint Council and is calculated according to the following:

**Appendix A** – This is the main document for determining the classification of Yellowknife / Whitehorse / Iqaluit. The classifications are:

Environment Allowance

Living Cost Differential

Fuel & Utilities Differential

Shelter Allowance

**Appendix B – Environment Allowance** – This is used to determine the rate of allowance.

**Appendix C – Living Cost Differential** - This is used to determine the rate of allowance.

**Appendix D – Fuel & Utilities Differential** – This is used to determine the rate of allowance.

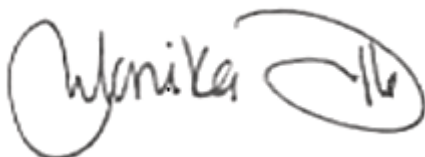
**Appendix E – Shelter Allowance** – This is used to determine the rate of allowance.

Seventy-five (75%) percent of the Treasury Board rates is used to calculate the allowance to employees.

Yours Truly,

**Aboriginal Peoples Television Network**

Per:



**Monika Ille**

Chief Executive Officer

cc: William S. Gardner

Acknowledged and agreed to this 30th day of August, 2022.

Canadian Media Guild

A handwritten signature in black ink, appearing to read 'Joël Tétreault', written in a cursive style.

Joël Tétreault

## LETTER OF UNDERSTANDING NO. 8 - ALTERNATE WORK ARRANGEMENTS (AWA)

August 30, 2022  
Canadian Media Guild  
311 Adelaide East, Suite 101  
Toronto, ON M5A1N2

**Attention: Joël Tétreault**

Dear Joël:

**Re: Alternate Work Arrangements (AWA)**

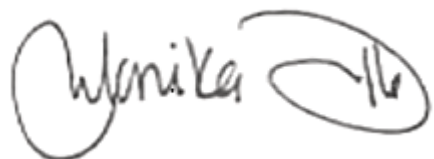
It is recognized that AWA is a priority for employees. Consequently it is agreed that the Joint Committee will be tasked with preparing a framework under which AWA requests may be received, considered and possibly granted. It is understood that AWA arrangements must not impact operational requirements or add cost. It is further recognized that granting of AWA requests shall be at the discretion of the Employer and may be cancelled on notice. The Joint Committee shall be expected to provide its report within 180 days of ratification of this Agreement.

It is understood that once a framework is agreed, it will be added to the Collective Agreement as a Letter of Understanding.

Yours Truly,

**Aboriginal Peoples Television Network**

Per:



**Monika Ille**

Chief Executive Officer

cc: William S. Gardner

Acknowledged and agreed to this 30th day of August, 2022.

Canadian Media Guild

Per:



Joël Tétreault

# LETTER OF UNDERSTANDING NO. 9 - WELLNESS SPENDING ACCOUNT

August 30, 2022  
Canadian Media Guild  
311 Adelaide East, Suite 101  
Toronto, ON M5A1N2

**Attention: Joël Tétreault**

Dear Joël:

**Re: Wellness Spending Account**

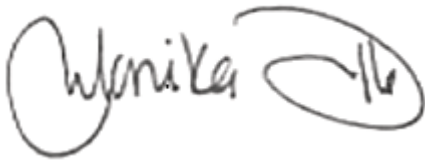
The Wellness Spending Account will be continued for the time being at the current level of \$150 per Employee per year.

The Wellness Spending Account may be discontinued or reduced at any time upon sixty (60) days written notice to the Union.

Yours Truly,

**Aboriginal Peoples Television Network**

Per:



**Monika Ille**

Chief Executive Officer

cc: William S. Gardner

Acknowledged and agreed to this 30th day of August, 2022.

Canadian Media Guild

Per:



Joël Tétreault



**Canadian Media Guild**

**La Guilde canadienne des médias**

*CWA Canada Local 30213 / Section locale 30213, SCA Canada*

**YOUR FRIENDS AT WORK.**

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